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Monthly Account Agreement

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Application for Online Access to Indiana Bureau of Motor Vehicles Records

An account with IN.gov offers your many benefits....

- Convenient access to all authorized premium services
- Up to 10 confidential Usernames + passwords per account
- Toll-free technical hotline staffed with knowledgeable consultants
- Online account management reports

INSTRUCTIONS:

Upon Completion of this form, please sign and send your annual account fee of \$50.00 to:

IN.gov, 10 West Market Street, Suite 600, Indianapolis, IN 46204 or Fax to: 317-233-2011

Note: The \$50.00 annual account fee payment is required prior to activation of the IN.gov Monthly Account. Check, Money Order, Direct Debit or Credit Card payment is required. Please see Payment Options section below for further details.

New Agreement Updating Existing	If existing provide current account #:
CUSTOMER CONTACT INFORMATIO	<u>ON</u>
<u>Businesses and Individuals</u> (Only businesses and individuals governmental entity, please continue to the next section)	need to complete this section. If you are applying on behalf of a
Company Name (Required for businesses) or Full Na	nme of Individual Customer
Mailing Address (Required)	City/State/Zip (Required)
Phone No. (Required) Fax No.	Driver's License Number and State of Issuance (Only non-business accounts)
Customer Contact Name (Required)	Customer Contact E-mail Address (Required)
BUSINESS ACCOUNTS ARE REQUIRED TO PRO	OVIDE THE FOLLOWING ADDITIONAL INFORMATION:
Name of President/General Manager/Officer :	
Federal Tax ID Number:	Web Site Address:
Government Entities (Only government entities need to compl	ete this section)
Name of Government Entity	
Mailing Address (Required)	City/State/Zip (Required)
Customer Contact Name (Required)	Customer Contact E-Mail Address (Required)
Type of Government Entity	State Board of Accounts number (if Applicable)
Name of elected official or head authority of entity	Federal / State / Local (Please indicate by writing in above)
Entity's Web site	Phone No. (Required) Fax No.

USERNAME ASSIGNMENTS

Each account may have up to ten (10) people who may use the services provided pursuant to this Agreement. Each person must have an IN.gov assigned "Username" that the person will use to access the IN.gov premium services. The Customer Contact must provide the required information noted below for each person. IN.gov will provide Usernames and initial passwords for each person. It is important to note that the Customer Contact Name provided above automatically will be given a Username and password and is not considered one of the ten (10) users on the account.

FULL NAME (required)	E-MAIL ADDRESS (required)	USERNAME (Internal Use Only)
	(Customer Contact)	,
E: There is an additional \$50.0 v account whether one or all to		rement of ten (10) users added to
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ORGANIZATIONAL INFO	RMATION (R	Required for	·In	ndividuals and Businesses)
Select the primary focus of your org	ganization from the	following list (used	d only for internal classification purposes):
1100 Agriculture, Forestry, F	lunting, and Fishing	541	13	Architectural and Engineering
2100 Mining		541	16	Human Resources and Executive Search
2210 Utilities		541	19	Professional, Scientific, and Technical Services
2300 Construction		561	10	Admin Support, Waste Management, and
3110 Manufacturing		·		Remediation Services
4210 Wholesale Trade		561	16	Investigative and Security Service
4410 Motor Vehicle		611	10	Educational Services
4520 Retail		620	00	Healthcare and Social Assistance
4810 Transportation and Wa	rehouse	710	00	Arts, Entertainment, and Recreation
5100 Information and Comm	unication	720	00	Accommodations, Food and Beverage Services
5200 Finance and Insurance		811	10	Other Services Repair / Maintenance or
5310 Real Estate, Rental and	Leasing	·		Personal Services
5411 Legal		813	30	Religious Grant making Civic or
5412 Accounting, Tax Prepar	ation, Bookkeeping	·		Professional Services, Charities
Payroll Services		888	88	Personal or Individual Account
Monthly Invoice/Statement*	Credit Car			Direct Debit (ACH)
* Your monthly account will be charged a total of \$15.00 (total minimum monthly fee) if the total transactions fees incurred in a single calendar month are less than \$15.00. The difference between the total minimum monthly fee (\$15.00) and the actual transaction fees incurred by account will be shown as a "Minimum monthly fee" on your monthly invoice. This minimum monthly \$15.00 fee will not be applied to your account for any calendar month in which no charges are incurred by the account and will not appear under any circumstance when the account is using either "Credit Card" or "Direct Debit" payment methods.				
	the Account Packe	t. You do not n		ount information will be gathered on a d to complete that separate form if you
BILLING CONTACT INF	<u>ORMATION</u>	(Check if	sam	me as Customer Contact)
Billing Contact Name (Required)		Billing Conta	ct E-	E-Mail Address (Required)
Billing Street Address (Required)		City/State/Zip	p (Re	Required)
Billing Phone No. (Required)		Fax No.		

Bank / Credit Card InformationNOTE: This page will be destroyed once the account has been completed.

Direct Debit (ACH)	
	duct the monthly charges from the account holder's bank checked "Direct Debit (ACH)" on the Payment Method section of
Bank Name	
Routing Number	Account Number
Direct Debit Billing Address	City / State / Zip
Credit Card	
Monthly charges automatically will be charged to the previously checked "Credit Card" on the Payment Market No. 100 (1997).	ne account holder's credit card. Only fill out this section if you Method section of this Agreement.
Please Select One:	
Visa Master Card	
Credit Card Number	Card Holder Name
Expiration Date (mm/yyyy)	_
Credit Card Billing Address	City / State / Zip

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TERMS AND CONDITIONS

Customer and IN.gov, a service offered through the Indiana Office of Technology ("IOT"), enter into this Account Agreement (this "Agreement") so that Customer may receive services and information via IN.gov pursuant to the terms and conditions set forth below. IOT may grant Customer online access from its computer terminals to certain Indiana online services and databases for a per-transaction fee that varies for each service and database.

01. SERVICES OFFERED. By entering into this Agreement, IN.gov will grant the Customer access to online services and databases that are considered Premium Services for which a per-transaction fee is charged. The currently available Premium Services and the corresponding fees can be found at **www.IN.gov/core/files/services.pdf.** Access is typically available seven (7) days a week, twenty-four (24) hours a day. Customer specifically acknowledges that such online internet access is subject to scheduled maintenance by IN.gov, and unforeseeable internet or system problems or power failures, which may result in the temporary inability to provide Premium Services.

02. CUSTOMER RESPONSIBILITIES.

- a. Customer Contact. Customer shall designate a contact person ("Customer Contact"). The Customer Contact is the person authorized by Customer to (1) add and remove Users, (2) to notify IN.gov of any change to the person who the Customer identifies as the contact person to handle billing matters, and (3) receive notices and communications from IN.gov relative to this Agreement. The Customer Contact must notify IN.gov whenever any Customer User is be removed from the Customer's User list. The Customer shall immediately notify IN.gov of any change in the Customer Contact.
- b. Users. Users are those employees or agents of Customer duly authorized by Customer to access Premium Services under this Agreement. Customer is unconditionally responsible for all Premium Service charges incurred by a User until IN.gov receives notice (either in writing or electronically) that a User is no longer authorized to access the Premium Services. Customer is responsible for ensuring that each User understands and complies with the Protection Against Misuse provisions set forth in section 05 of this Agreement.
- c. Customer Billing Contact. Customer shall designate a person or representative who is responsible for all account payments and for billing inquiries. IN.gov will address all billing and invoice matters to the Billing Contact person. Customer shall immediately notify IN.gov of any change in the identity of the Customer's Billing Contact.

03. CONDITIONS FOR USE OF PREMIUM SERVICES.

- a. Protection of Usernames and Passwords: IN.gov will assign Usernames and passwords to Customer's users. Customer acknowledges its responsibility and assumption of liability for maintaining and enforcing all necessary security procedures to control access, to preserve the confidentiality of, and to prevent unauthorized use of Usernames and passwords.
- b. Per transaction charges for Premium Services: Customer acknowledges that there is a per-transaction charge for the Premium Services provided under this Agreement. Customer is solely responsible for becoming familiar with the charges associated with the services, which are subject to change. **The Premium Service charges are found at www.IN.gov/core/files/services.pdf**
- c. Customer shall be responsible for all charges incurred by use of assigned Usernames and passwords. Customer shall pay for all charges for services accessed by its assigned Usernames and passwords, even if such use was not authorized by Customer. Customer shall immediately notify IN.gov if a Username and password should be disabled.
- d. Bureau of Motor Vehicle records Additional Agreement. This Agreement does not authorize Customer to access Bureau of Motor Vehicle driver's license and vehicle registration and title records containing personal identifying information. If Customer wishes to access such information, Customer also must complete and submit the APPLICATION FOR ONLINE ACCESS OF BUREAU OF MOTOR VEHICLE RECORDS (DRIVERS PRIVACY PROTECTION ACT AGREEMENT) found at the end of this Agreement.

04. PAYMENT.

a. Customer shall pay an annual, non-refundable account fee of \$50.00 for access to the Premium Services. This fee, which is in addition to the per-transaction charges, will be billed annually on the anniversary date of this Agreement, and will not

be refunded or pro-rated if this Agreement is terminated or cancelled mid-year. There is an additional \$50.00 annual non-refundable account fee charged for every additional increment of ten (10) users added to the IN.gov account whether one or all ten are requested. This additional account fee will be billed annually on the anniversary of the additional increment of ten (10) users being added to the account. [Note: If this new form of Agreement is being signed by a current Customer on other than the annual anniversary date, the Customer's anniversary date will remain unchanged, and the annual fee will not be billed until that anniversary date.]

- b. Invoices will be prepared by IN.gov and sent to the Customer Billing Contact either online or by mail. Per-transaction charges will be in accordance with the current IN.gov Premium Services schedule, and will be subject to applicable sales and use taxes. Terms of invoice, payment is net twenty (20) days. If payment is declined for any reason, a \$25.00 insufficient funds fee may be charged to the IN.gov account and the payment option will be automatically changed to monthly invoice/statement option. All terms associated with the monthly invoice/statement option will be enforced.
- i) If Customer has chosen the direct debit (ACH) payment option, IN.gov will notify the Customer's designated banking institution to deduct the billed amount from Customer's account. IN.gov may immediately terminate access to the Premium Services if the bank dishonors the ACH instructions.
- ii) If Customer has chosen the credit card payment option, IN.gov shall submit the monthly invoice amount to Customer's designated Credit Card Company. IN.gov may immediately terminate access to the Premium Services if the credit card company does not accept a charge.
- iii) If Customer has chosen the monthly invoice/statement option, IN.gov shall bill Customer monthly. A \$15.00 minimum monthly fee applies, but only if Customer used the Premium Services during the billing month and used less than \$15.00 in combined services and/or connect time during the month.
- c. Details of Customer accounts are available online through Account Management services at http://accounts.in.gov
- d. Past-due invoices are subject to a late payment penalty of one and one half percent (1.5%) per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees. Late payment may also result in termination of access to the Premium Services.

05. PROTECTION AGAINST MISUSE; CIVIL AND CRIMINAL PENALTIES.

- a. Customer covenants that it will take all steps necessary to protect the confidentiality of its Usernames and passwords. Customer shall immediately inform IOT whenever the Customer no longer permits one (1) or more of its users to have access to the Premium Services provided pursuant to this Agreement.
- b. Customer warrants and represents that it is aware of, and will comply with, all applicable federal and state laws and regulations regarding access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through IN.gov. Customer acknowledges, for itself and on behalf of each of its Users that access to the Premium Services is given **only for purposes and uses permitted by law**. Misuse of the access granted pursuant to this Agreement may result in criminal violations of Ind. Code § 35-43-2-3 ("Computer Trespass"), of 18 U.S.C. § 2701 ("Unlawful Access to Stored Communications"), of 18 U.S.C. § 1001, et. seq. ("Computer Fraud and Abuse Act of 1986"), and of 15 U.S.C. § 1681 ("Fair Credit Reporting Act").
- c. Should Customer or any of its Users obtain access to (1) any social security number not specifically authorized by Ind. Code 4-1-10-5, or (2) any Motor Vehicle Records personal information as defined in Ind. Code § 9-14-3.5-4 without having entered into a separate agreement for access to such records, or (3) discovers that personal information was or may have been acquired by an unauthorized person as is more fully set forth in Ind. Code § 24-4.9-3, Customer shall immediately notify IN.gov. Customer shall be responsible for paying the costs of all notices required to be given under federal or state law, such as Ind. Code § 4-1-10 and Ind. Code § 24-4.9-3.
- **06. MODIFICATION OR TERMINATION OF SERVICES BY IN.GOV.** IN.gov shall be entitled to announce, online or in writing, changes to the network or databases, to the services provided, to prices, or other changes, which changes shall constitute modifications to this Agreement once announced. IN.gov reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in

connection with deletion of any such service. IN.gov shall have the unilateral right to terminate this Agreement and Customer's access to the services for failure to pay for the services, upon learning of unauthorized use or the misuse of access by the Customer, or for any reason that IN.gov, in its sole discretion, determines is a misuse or abuse of the access granted hereunder.

07. TERM AND TERMINATION BY CUSTOMER. Conditioned upon Customer's compliance with the terms and conditions in this Agreement, and Customer's payment of the annual subscription fee and the transaction fees billed monthly this Agreement shall continue until (1) terminated by IN.gov; or (2) cancelled by Customer upon 30 days written notice to IN.gov as provided in paragraph 10(e), below. Customer shall remain liable for all transaction charges incurred through the effective date of termination. No refund of the annual subscription fee will be made if Customer terminates this Agreement during the year for which the fee was charged.

08. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

a. IN.gov, the State, its agencies and other governmental entities providing Premium Services information strive for accuracy and completeness of the information furnished. However, Customer agrees that neither the State nor IN.gov make any warranty or representation, express or implied, as to the accuracy or completeness of the information obtained pursuant to this Agreement.

ALL WARRANTIES, INCLUDING ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE STATE, ITS AGENCIES, POLITICAL SUBDIVISIONS AND IN.GOV SHALL NOT BE LIABLE FOR ANY ERRORS IN, OR OMISSIONS FROM, INFORMATION OBTAINED PURSUANT TO THIS AGREEMENT.

- b. In no event shall the State, IN.gov, their respective officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Any and all damage to Customer is limited to the charges paid by Customer for the Premium Services in connection with which a claim is asserted. Recovery of such payments is Customer's sole and exclusive remedy under this Agreement.
- c. The State and IN.gov will not be liable for any claim or demand of any nature or kind whether asserted against the State, IN.gov or against Customer by any third party, arising out of the services provided or pursuant to this Agreement. Customer agrees to indemnify and hold the State and IN.gov harmless from claims of third parties arising out of the Customer's use of the services provided pursuant to this Agreement. The State and IN.gov shall not indemnify the Customer.
- d. IN.gov shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.
- **09. TRADENAME/TRADEMARK.** Customer shall not use the trademark IN.gov, or the names or means of identifying any of IN.gov services in any fashion except to refer specifically to the internet services provided by the State of Indiana unless specifically authorized to do so in writing by IN.gov. Customer shall not tamper with, alter, or change in any fashion, any databases or programs made available to Customer pursuant to this Agreement.

10. GENERAL CONDITIONS.

- a. *Waiver*: The waiver, modification, or failure to insist on enforcement of any of these terms or conditions one or more times by IN.gov shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of IN.gov's right to require and enforce performance of any such term or terms in the future.
- b. Severability: If any provision or part of this Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c. *Governing Law*: This Agreement shall be governed by and construed according to the laws of the State of Indiana without reference to conflicts of laws, and all actions arising out of this Agreement shall be brought in a court of competent jurisdiction in Indianapolis, Indiana.

Account Agreement

- d. Assignment: This Agreement is not assignable or transferable by Customer. Any attempted assignment or transfer by Customer shall be null and void and of no force or effect. IN.gov may assign this Agreement and/or the payments due to IN.gov without notice or Customer's permission or approval.
- e. Notices. All notice or communications to IN.gov shall be (1) mailed to IN.gov, 10 West Market Street, Suite 600, Indianapolis, IN 46204. (2) faxed to: 317-233-2011, or (3) sent via e-mail to customerservice@www.IN.gov.

The undersigned certifies that: (1) he/she has read this Agreement and has made its contents known to all of its Users and others who will be involved in the use of this Agreement, and (2) this Agreement is the complete and exclusive Agreement between the parties relating to Premium Services. The undersigned represents and warrants that the Customer authorized the undersigned to sign this Agreement and bind the entity designated as the Customer.

The undersigned warrants and represents that he/she has been duly authorized by the Customer to sign this Agreement on behalf of Customer. The undersigned waives, on behalf of the Customer, the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this Monthly Account Agreement on the grounds that it is not an original document.

Signature	Date	
Printed Name	Title	



BMV Required Information for Enhanced Access

NOTE: The following section must be completed by those Customers who request Enhanced Access to the Bureau of Motor Vehicles (BMV) Motor Vehicle Records. Enhanced Access allows customers who are approved by the BMV, based on the information supplied below, to gain access to personal information that is protected by the Indiana Drivers Privacy Protection Act, see Indiana Code 9-14-3.5.

IN.GOV - State of Indiana

APPLICATION FOR ONLINE ACCESS TO

INDIANA BUREAU OF MOTOR VEHICLE RECORDS

(Drivers Privacy Protection Act Agreement)

The Customer has entered into an Account Agreement for access to Premium Services offered through IN.gov, a service offered by the Indiana Office of Technology.

By submitting this Application, the Customer requests online access to records containing personal information that are maintained by the Indiana Bureau of Motor Vehicles ("BMV"). Use and dissemination of the personal information is limited by both federal and state law. The Customer acknowledges, for itself and for every User listed in the Account Agreement, that use and dissemination of personal information other than allowed by law may result in the imposition of criminal penalties against the Customer and/or one of its Users.

If the State accepts this Application, it will become a supplemental agreement to the Monthly Agreement, and all terms and conditions of the Monthly Account Agreement, which is incorporated fully herein by reference, apply to the online access to BMV records. This document replaces any previous privacy agreements on file with the State or with the BMV.

All Customers may obtain all information in motor vehicle records, as that term is defined in Ind. Code § 9-14-3.5-4, except for personal information. "Personal information" is defined by Ind. Code § 9-14-3.5-5 as information that identifies a person, and includes that person's digital photograph; Social Security number; driver's license or identification document number; name; address (but not the 5-digit zip code); telephone number; and medical or disability information. The term "personal information" does not include information about vehicular accidents, driving or equipment related violations, and operator's license or registration status.

By signing and submitting this Application, the Customer certifies under the penalties for perjury that the Customer and its authorized Users will comply with the following additional terms and conditions:

The Customer and its authorized Users will use the personal information obtained from BMV records pursuant to this Application solely for the following purpose(s) (*check all that apply*):

□ By a federal, state or local government agency, including a court or law enforcement agency to carry out the court or agency's functions, or by a person acting on behalf of a court or government agency in carrying out its functions.(You must describe the court or agency functions that will be carried out.)
□ For use in connection with a civil, a criminal, an administrative, or an arbitration proceeding in a court or government agency or before a governmental self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or under an order of a federal, state or local court. (An explanation detailing the reasons why you qualify under this category must be submitted with this Application.)



By an insurer, an insurance support organization, or a self-insured entity, or the agents, employees, or ontractors of an insurer, an insurance support organization, or a self-insured entity to obtain information onnection with claims investigation activities or anti-fraud activities.
By a towing company or impound lot use in providing notice to the owners of towed or impounded ehicles.
By a licensed private investigative agency or licensed security service for a purpose specifically allowery Ind. Code § 9-14-3.5-10(1), (3), (4) or (6).

The Customer, personally and on behalf of any person, corporation, government agency or other entity for whom the undersigned is acting, and on behalf of each of Customer's assigned Users, agrees:

- 1. The Customer shall comply fully with the provisions of the Federal Drivers Privacy Protection Act of 1994, 18 U.S.C. § 2721-2725, and Ind. Code § 9-14-3.5 ("Disclosure of Personal Information Contained in Motor Vehicle Records"), as the same may be amended, and all other applicable laws and regulations governing access and use of motor vehicle records, personal information, and information contained in public records.
- 2. The Customer shall maintain all personal information obtained in connection with this Application in strictest confidence and shall take all steps necessary to protect against either intentional or inadvertent disclosure.
- 3. The Customer shall indemnify, defend, and hold harmless the State, its agencies, officers, employees and agents from all losses, damages, judgments, liabilities, costs and expenses that arise out of the Customer's misuse, misappropriation, or any other act or omission with respect to laws restricting access to and disclosure of motor vehicle records, including (without limitation) reasonable attorneys' fees and all other costs of defending against such action or claim.
- 4. If the Customer discloses any personal information, the Customer shall pay the cost(s) of the notice(s) of any and all disclosure(s) of the system security breach(es) in addition to any other claims and expenses for which it is liable under law.
- 5. Pursuant to Ind. Code § 9-14-3.5-13, the Customer shall maintain and make available for inspection to the State and its designee, upon request, for at least five (5) years, records concerning (1) each person that received the information; and (2) the permitted use for which the information was obtained and revealed. Such inspection may include an on-site audit of Customer's records relating to the information accessed or obtained, either directly or indirectly, pursuant to this Application, and of Customer's security measures relative to such information. All such records shall be maintained in the State of Indiana, and copies shall be furnished to the State and its designees at no cost if the State so requests.
- 6. The Customer shall immediately notify the Office of Information Technology of any suspected misuse or security breach by calling 317-234-5099, shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with those persons designated by the State to investigate the suspected misuse or security breach, and/or to address related issues and concerns.

Account Agreement



Please supply the applicable information for one of the your request for Enhanced access will not be approved	ne following categories. If none of the categories is applicable, then ed.
Attorney License Number	
Debt Collection company license number	
Insurance company NAIC number	
Insurance Agent or Agency license number	
Private Investigator License Number	
Security Guard Company license number* *For U.S. Department of Homeland Security ("DHS") licensed sec name and a copy of the security guard's U.S. DHS issued identification.	curity guards-the industrial plant's head of security must provide each security guard's full ation card.
Tow company license number	
Bail Bond Agent License Number	
Recovery Agent License Number	
Physical address of office located in Indiana where re Customer Contact address in the Account Agreemen	ecords will be kept as required by paragraph 5 (required only if the t is not an Indiana street address).
Mailing Address of Office Located in Indiana* (NOTE: *Only needed if address provided under Co	City/State/Zip ustomer Contact Information section is outside the State of Indiana)
The undersigned certifies, personally and on behalf of a for whom the undersigned is acting, that the undersigned	any person, corporation, government agency or other entity ed has the proper authority to execute this Application.
The undersigned acknowledges that it is a Class C n a person's identity, or to make a false statement in c	nisdemeanor to knowingly or intentionally misrepresent connection with this Application.
I swear or affirm under the penalty of perjury and pursu completed and contained in this Application, and any a	uant to the laws of the State of Indiana that all information ttachments, is true and correct.
Signature	Date
Printed Name	Title

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